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DALAM MAHKAMAH SESYEN DI KUALA LUMPUR

DALAM WILAYAH PERSEKUTUAN, MALAYSIA

GUAMAN NO: WA-A52M-813-02/2023

ANTARA

AMBANK ISLAMIC BERHAD (199401009897)(295576-U)

PLAINTIF

DAN

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM  
(NO. K/P: 660906025241)

DEFENDAN

AFIDAVIT PENYAMPAIAN BAGI DEFENDAN

Saya, HASNOL JAIRI BIN TAJUDDIN (No. K/P: 740627-05-5069) seorang warganegara Malaysia yang cukup umur dan beralamat pekerjaan #1702, Tingkat 17, Wisma Lim Foo Yong, No. 86, Jalan Raja Chulan, 50200 Kuala Lumpur dengan ini berikrar dan menyatakan seperti berikut:-

1. Bahawa saya adalah kerani di dalam perkhidmatan Tetuan B.H.Gan, Nor & Kim, Peguamcara kepada Plaintiff penama diatas dan telah diarahkan untuk menyampaikan Writ Saman yang bertarikh 23/02/2023 kepada Defendan secara pos surat berdaftar.
2. Segala fakta-fakta yang dinyatakan adalah dalam pengetahuan saya sendiri melainkan dinyatakan sebaliknya.
3. Bahawa saya telah pada 28/02/2023 menyampaikan kepada Defendan iaitu SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM di alamat 22A JALAN GR 3/5, JACARANDA GARDEN RESIDENT, 63000 CYBERJAYA SELANGOR dengan sesalinan termeterai Writ Saman dan Penyata Tuntutan bertarikh 23/02/2023 melalui surat berdaftar bertarikh 24/02/2023 sepertimana Klausula 17.4 dalam Perjanjian Sewa-Beli. Sesalinan surat berdaftar, resit pendaftaran dan Writ Saman dan Penyata Tuntutan dilampirkan secara kolektif sebagai ekshibit "HJT-1".



S/N VYM4vO3c6U2fZD6daRuzg

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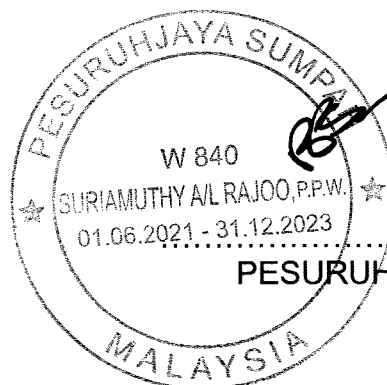
4. Bahawa saya telah pada 28/02/2023 mengindorskan pada Writ Saman dan Penyata Tuntutan tersebut hari dalam bulan dan minggu bagi penyampaian.

BORANG JURAT

Berkenaan dengan affidavit oleh deponen )  
bernama HASNOL JAIRI BIN TAJUDDIN )  
(No. K/P: 740627-05-5069) yang )  
diikrarkan pada 07 MAR 2023 di )  
Kuala Lumpur pada pukul pagi/petang )  
(terjemahan tidak diperlukan) )



Dihadapan saya



PESURUHJAYA SUMPAH

Tingkat 20, Ambank Group Building  
No. 55, Jalan Raja Chulan  
50200 Kuala Lumpur

Afidavit Penyampaian Bagi Defendan diikrarkan dan difaillkan oleh Tetuan B. H. Gan, Nor & Kim, Peguam bagi pihak Plaintiff yang beralamat di #1702, Tingkat 17, Wisma Lim Foo Yong, 86, Jalan Raja Chulan, 50200 Kuala Lumpur. Tel No. 03-24129393

Ref: 138104.22/2/3/AMBIB (HP)



S/N VYM4vO3c6U2fZD6daRuzg

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EKSHIBIT "HJT-1"

DALAM MAHKAMAH SESYEN DI KUALA LUMPUR  
DALAM WILAYAH PERSEKUTUAN, MALAYSIA  
GUAMAN NO: WA-A52M-813-02/2023

ANTARA

AMBANK ISLAMIC BERHAD(199401009897) (295576-U)

PLAINTIF

DAN

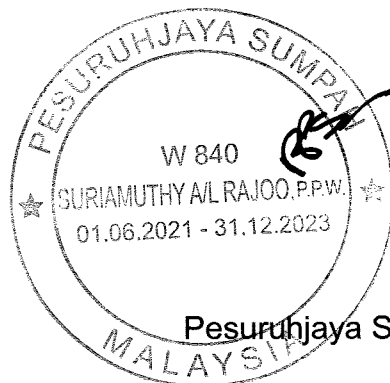
SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM  
(NO. K/P: 660906025241)

DEFENDAN

SIJIL PERAKUAN EKSHIBIT

Saya dengan ini mengesahkan bahawa yang berikut ini adalah ekshibit yang ditandakan "HJT-1" yang dirujuk dalam Afidavit Penyampaian Bagi Defendan oleh HASNOL JAIRI BIN TAJUDDIN yang diikrarkan di hadapan saya pada **07 MAR 2023** 2023.

Di hadapan saya



Pesuruhjaya Sumpah

Tingkat 20, Ambank Group Building,  
No. 55, Jalan Raja Chulan  
50200 Kuala Lumpur



S/N VYM4vO3c6U2fZD6daRuzg

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BH. Gan  
Normaslina Abdul Fuad  
Chandrasegaran Panjacharam  
Mohd Azzamuddin Shah Yaakap  
Shahril Azmi Ab Aziz

## B.H. GAN, NOR & KIM

Advocates & Solicitors ♦ Peguambela & Peguamcara  
#1702, 17<sup>th</sup> Floor, Wisma Lim Foo Yong  
86 Jalan Raja Chulan, 50200 Kuala Lumpur

Tel : 603-21429393  
Fax: 603-21427373

Closed on Saturdays

RUJ KAMI : 138104.22/2/3/AMBIB(HP)  
TARIKH : 24/2/2023

**SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM**  
22A JALAN GR 3/5,  
JACARANDA GARDEN RESIDENT,  
63000 CYBERJAYA SELANGOR

### POS BERDAFTAR

Tuan/Puan,

**PER : MAHKAMAH SESYEN KUALA LUMPUR NO GUAMAN: WA-A52M-813-02/2023**  
**AMBANK ISLAMIC BERHAD –LWN - SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM**

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Kami mewakili AmBank Islamic Berhad (19940009897) (295576-U) yang mempunyai alamat perniagaan di Tingkat 6, Tower 2, Wisma AmFirst, Jalan Stadium SS 7/15, 47301 Petaling Jaya, Selangor Darul Ehsan.

Bersama-sama ini kami melampirkan sesalinan termeterai Writ dan Pernyataan Tuntutan kedua-duanya bertarikh **23/2/2023** sebagai serahan kepada Tuan/Puan secara terma kontrak menurut Aturan 10 Kaedah 3 Kaedah-kaedah Mahkamah 2012.

**SILA AMBIL PERHATIAN** bahawa kes tersebut diatas telah ditetapkan untuk pengurusan kes secara e-Review pada **23/3/2023** pukul **9.00 pagi**.

**AMBIL PERHATIAN** bahawa Tuan/Puan dikehendaki memasukkan Memorandum Kehadiran yang disertakan secara online [efs.kehakiman.gov.my](https://efs.kehakiman.gov.my) dalam tempoh Empat Belas (14) hari dari tarikh penyerahan Writ ini terhadap Tuan/Puan. Sekiranya Tuan/Puan gagal berbuat demikian Penghakiman Ingkar akan direkodkan terhadap Tuan/Puan.

Yang benar,



s.k. **ANAKGUAM**  
(Ref: 88820001452621)

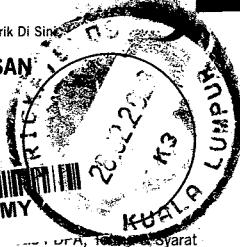


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**POS MALAYSIA BERHAD**  
**KIRIMAN BANYAK BARANG-BARANG BERDAFTAR**

Nama Pengirim : B.H.GAN, NOR & KIM ALAMAT : Suite 17.02, 17<sup>th</sup> Floor, Wisma Lim Foo Yong, No 86 Jln Raja Chulan, 50200 Kuala Lumpur

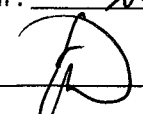
No	No Pendaftaran	Nama dan alamat Penerima	Bayaran Pos termasuk bayaran Pendaftaran	Berat jika lebih 1 kg Kilogram
1	REGISTERED  RY264149380MY (Customer's copy)	SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM 22A JALAN GR 3/5, JACARANDA GARDEN RESIDENT, 63000 CYBERJAYA SELANGOR [138104.22/HP]	RESIT PENGEPOSAN POS DAFTAR DALAM NEGERI  RY264149380MY (Office use only) Pos Daftar di www.pos.com.my	
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Jumlah bilangan barang-barang Berdaftar yang diposkan

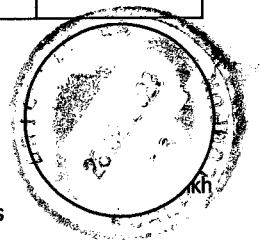
Angka : 1

Perkataan : Satu

Tandatangan Pegawai Menerima Pejabat Pos



Pejabat Pos



S/N VYM4vO3c6U2fZD6daRuzg

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AmBank Islamic

AmBank Islamic Berhad (295576-U) (formerly known as AmIslamic Bank Berhad)  
A member of the AmBank Group

HP/010750/2015-09/801

## HIRE PURCHASE-i AGREEMENT SCHEDULE (Fixed Rate)

AmBank Islamic Berhad Branch Address : LEVEL 28, MENARA AMBANK NO 8 JALAN YAP KWAN SENG 50450  
KUALA LUMPUR W.PERSEKUTUAN

Dealer : MUSTAPHA TRADING SDN BHD-PJ SS2 HP-i Agreement No.: 88820001452621

<b>PART I PARTICULARS OF HIRER</b>	
Full Name: SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM	
NRIC/ Buss Reg./Co. No.: 660906025241	
Address: 22A JALAN GR 3/5 JACARANDA GARDEN RESIDENT 63000 CYBERJAYA SELANGOR	
<b>PART II DESCRIPTION OF GOODS</b>	
Description of Goods Which are *New/Secondhand	
Make and Model: PORSCHE CAYENNE 3.6Di	
Year of Manufacture: 2012	
Reg. /Serial No.: W C 224A	
Engine No.: H5502C11777 M 5502C 11777	
Chassis No.: WP1ZZZ92ZCLA10734	
Date of Reg.: 09.10.2015	
Goods to be kept: 22A JALAN GR 3/5 JACARANDA GARDEN RESIDENT 63000 CYBERJAYA SELANGOR	
<b>PART III TABLE OF PAYMENTS</b>	
(i)Cash Price	RM370,000.00 364497.87
(ii)Deposit :	
Cash	RM185,000.00
Other than Cash	RM
(iii)Freight Charges, if any	RM
(iv)Vehicle Registration Fee, if any	RM 300.00
(v) Insurance/Takaful for 1 year(s)	RM 5202.13
(vi)Total of items ((i),(iii),(iv) and (v)) less item (ii)	RM185,000.00
(vii)Term Charges 2.82 %	RM46,953.00
(viii)Balance originally payable under this Agreement	
(Total item (vi) & (vii))	RM231,953.00 ✓
Deposit	RM185,000.00
(x)Total amount payable by the Hirer	RM416,953.00 ✓
(xi)Annual Percentage Rate of Term Charges %	5.19%
<b>DESCRIPTION OF DEPOSIT PROVIDED OTHER THAN IN CASH.</b>	
Goods bought by the Dealer as follows : -	
Make & Model : BMW 530	
Engine No. :	Year:
Chassis No. :	
Reg. No. / Serial No. :	
Trade-in value	RM0.00
to be applied as or towards payment of Deposit.	RM0.00
<b>PART IV PARTICULARS RELATING TO PAYMENTS</b>	
Date on which the hiring shall be deemed to have commenced :	20 OCT 2015
Duration of hiring :	108 months
No. of Installments :	108
Amount of each installment	RM 2,148.00
and one final installment of	RM 2,117.00
Installments commencing on	20 NOV 2015
and thereafter on or before the day of each succeeding month.	
Signature of the Hirer :	



S/N VYM4vO3c6U2fZD6daRuzg

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**DECLARATION**

- 1.0 In consideration of the Owner investigating the suitability of the Hirer as hirer, the Hirer hereby agrees that this offer shall be irrevocable for twenty-one days. The Hirer acknowledges that the Hirer has read and understood the provisions of this offer, declaration, Schedule and the Terms and Conditions attached hereto (collectively Agreement) and the Hirer AGREES to be bound by the same and to induce the Owner to accept this offer.
- 2.0 The Hirer declares, confirms, represents and warrants:
- that the declaration and all information given by the Hirer to the Owner is true;
  - that the Hirer has handed to the Owner / the authorized agent of the Owner cash and/or vehicle (which is described in the Schedule) and the amount of such cash and/or the amount of trade-in value of the said vehicle to be applied towards payment of the deposit hereunder is at least equal in value to the deposit stated in the Schedule;
  - that the deposit was so paid or provided by the Hirer in a form and manner constituting it a valid deposit at law;
  - that the Hirer has not made known to the Owner or to the Dealer or to any employee or agent of the Owner or the Dealer expressly or by implication any particular purpose for which the Hirer requires the Vehicle;
  - and that the Hirer has thoroughly examined the Vehicle and satisfied with the condition of the Vehicle and had depended on the judgement of the Hirer as to the suitability, fitness and condition of the Vehicle;
  - that the Schedule had been duly completed prior to the execution hereof by the Hirer;
  - all information and documents provided to the Owner for the offer are true, accurate, not tampered and not forged; and
  - that the Hirer had been given an opportunity to seek independent legal advice on this Agreement.
- 3.0 The Owner had accepted the offer of the Hirer in reliance of the confirmations, representations and warranties of the Hirer and the same shall continue throughout the duration of this Agreement.
- 4.0 The Hirer further agrees not to make any payment under this Agreement to the Dealer without the prior written approval from the Owner. No prior act of the Owner or the delivery of the Vehicle or any part thereof to the Hirer or any payment of money by the Hirer shall be deemed an acceptance of offer by the Hirer. Until the signing of the Memorandum herein below (whether with or without notice to the Hirer), the Owner shall have a complete discretion as to whether to accept this offer or not and this Agreement shall not be binding upon the Owner until the Owner has executed its acceptance in the Memorandum herein below.
- WHERE THE VEHICLE IS SECOND HAND AND IS DESCRIBED AS SUCH IN THE SCHEDULE ALL CONDITIONS AND WARRANTIES AS TO QUALITY, FITNESS AND SUITABILITY ARE EXPRESSLY NEGATED AND THE HIRER HEREBY ACKNOWLEDGES THAT THIS STATEMENT WAS BROUGHT TO THE NOTICE OF THE HIRER BEFORE THE EXECUTION HEREOF.

*I/We hereby confirm that I/we had fully read and understood the Declaration, the Schedule and the attached Terms and Conditions and hereby signify my/our acceptance of the same by signing below.*

SIGNED by the HIRER :

in the presence of:

Name: SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM  
NRIC No.: 660906025241

Name of Witness:  
NRIC No.:

HOR Y KHEN  
840912-02-5385  
10028486

Date: 29.9.2015

**MEMORANDUM OF ACCEPTANCE**

AmBank Islamic Berhad (295576-U) (formerly known as AmIslamic Bank Berhad) hereby accepts the above offer this 20 day of OCT 2015

For or on behalf of

AmBank Islamic Berhad (295576-U)

NORHALIZAN BINTI ISMAIL  
840507063334  
10009826  
(Authorised Signatory)

BADHRUL HISHAM BIN YAKOUB  
671224106185  
10007696



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HIRE PURCHASE-I AGREEMENT NO: 88820001452621

**TERMS AND CONDITIONS**  
**Arif Hire Purchase-i (Fixed Rate)**

This Facility is granted pursuant to the Shariah Principles and the Hire Purchase Act. The Hirer agrees to be bound by the following Terms and Conditions.

<b>1.0</b>	<b>Definitions</b>
<b>1.1</b>	The following words in this Terms and Conditions shall have the meanings assigned to them:
	<b>Words</b>
	<b>Definitions</b>
'Agreement'	Collectively, this Terms and Conditions, the Schedule, the Declaration and includes all documents to which reference may be made in order to ascertain the rights and obligations of the Hirer and the Owner.
'AmBank Group'	All the related corporation and associate corporations of the Owner.
'Amount Due'	The total of all sums due to the Owner from Hirer at any point of time during the duration of this Agreement or thereafter, as specified in the Owner's records.
'Balance Originally Payable'	The total of Facility Sum and the Terms Charges (Profit Charges).
'Balance Outstanding'	The Balance Originally Payable and less Instalments paid by the Hirer.
'BNM'	Bank Negara Malaysia and includes its subsidiaries, agencies and bureaux established by it.
'Late Payment Charges'	The late payment charges payable by the Hirer to the Owner when the Hirer delays or default in payment of the Instalments.
'Deposit'	The amount specified as deposit as specified in the Schedule.
'Facility Sum'	The total amount of the facility granted by the Owner to the Hirer for the hire-purchase of the Vehicle.
'Hirer'	The person named in the Schedule, who has hired the Vehicle from the Owner under this Agreement.
'HP Act'	The Hire Purchase Act 1967.
'GST'	Means any tax payable on the supply of goods, services or other things in accordance with the provision of the GST Law.
'GST Law'	Means the Good and Services Tax Act 2014, subsidiary legislations, statutory orders and regulations governing the application of GST, as amended from time to time.
'Takaful / Insurance Policy'	The takaful / insurance policy procured from provider / insurer for the Vehicle.
'Instalments'	The monthly hire Instalments for the hiring of the Vehicle, as specified in the Schedule.
'SAC'	Shariah Advisory Council established by Bank Negara Malaysia (BNM).
'Owner'	AmIslamic Bank Berhad, who has let the Vehicle to the Hirer under this Agreement.
'Shariah Principles'	The Islamic financing principles as adopted and approved by SAC and the Owner's Shariah Committee.
'Schedule'	The schedule containing the relevant particulars and details as attached hereto.
'Terms Charges(Profit Charges)'	The hiring charges for the Vehicle, as specified in the Schedule.
'Vehicle'	The vehicle which is more particularly described in the Schedule.





<b>2.0</b>	<b>Interpretation and Construction</b>
2.1	The headings of each section of this Terms and Conditions herein are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein.
2.2	Any term not specifically defined herein shall be construed in accordance with the Schedule and / or the HP Act.
2.3	Reference to 'law' means laws of Malaysia.
2.4	Reference to any specific legislations means statutes passed by the parliament in Malaysia and any re-enactment thereof and includes subsidiary legislations, by-laws, guidelines, rules and regulations issued thereunder.
2.5	The words 'herein' and words of similar import, when used in this Agreement, shall where the context requires / allows, refer to the Agreement as a whole and not to any particular provision of this Agreement.
2.6	The Schedule and the Declaration shall form an integral part of this Agreement.
2.7	Any words (including words defined herein) denoting the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
<b>3.0</b>	<b>Hiring and Option to Purchase</b>
3.1	The hiring of the Vehicle shall be deemed to have commenced on the commencement date as appearing in the Schedule, irrespective of the diverse dates upon which the Hirer and Owner may have each executed this Agreement.
3.2	Upon execution of this Agreement the Hirer shall pay the Deposit to the Owner / to the Owner's authorised agent.
3.3	This Agreement shall not be nor be construed to be a purchase / an agreement for the purchase of the Vehicle by the Hirer.
3.4	However, if the Hirer duly performs and observes all terms and conditions in this Agreement and pay to the Owner the Amount Due, the Hirer shall have an option of purchasing the Vehicle from the Owner. When the Hirer exercises the option of purchasing the Vehicle, the hiring of the Vehicle shall come to an end and the Owner will assign all the Owner's rights, benefits and interests in the Vehicle to the Hirer.
3.5	The option of purchasing the Vehicle specified in Clause 3.4 shall be exercised by the Hirer as follows: (a) by payment of the final instalment to complete this Agreement; and (b) in the event of early settlement, by payment of Balance Outstanding under this agreement.
3.6	For the avoidance of doubt, the Vehicle shall remain the absolute property of the Owner and the Hirer shall not have any rights / interest in the Vehicle other than as a bailee, until the Amount Due has been fully paid to the Owner. Where the Vehicle is an imported vehicle, the importer / dealer in respect of the hire-purchase transaction shall be the agent of the Hirer and any obligation for the payment of all customs / import duties payable in respect of the imported Vehicle shall be paid by the dealer / importer and the Hirer shall indemnify the Owner in respect of the same.
<b>4.0</b>	<b>Payment of Instalments</b>
4.1	The Hirer shall promptly pay to the Owner the Instalments on or before its due date, without any demand being made for the same by the Owner.
4.2	The Hirer hereby agrees and acknowledges that the Owner shall be entitled to impose and demand from Hirer the late payment charges for the failure of the Hirer to make: i) payment of any installment due and/or sum covenanted to be paid by the Hirer to the Owner; and/or ii) payment upon expiry or cancellation of the facility;
4.3	The late payment charges will be calculated at the rate below: a) <u>Prior to maturity date</u> Late Payment Charges Rate : 1% per annum calculated on daily basis. On the Amount : i. On the overdue instalments, to be calculated after the due date until full settlement of the overdue instalments; and / or ii. On the outstanding balance, to be calculated from the date of cancellation until full settlement of the outstanding balance. b) <u>After maturity date</u> Late Payment Charges Rate : Islamic Interbank Money Market Rate ("IIMM") per annum calculated on daily basis. On the Amount : On the outstanding balance, to be calculated from the date of maturity until full settlement. c) <u>After the Owner had obtained court judgment against the Hirer</u> Late Payment Charges Rate : At IIMM per annum calculated on daily basis from the date of court judgment to the settlement date. On The Amount : On the outstanding balance (excluding legal costs and late payment charges as stated in the judgment), to be calculated from the date of judgment until full settlement of the judgment sum.
	Note:



	<p>i. The late payment charges shall not be compounded.</p> <p>ii. Total late payment charges shall not be more than the outstanding principal.</p> <p>iii. The late payment charges and the method of calculation thereof are subject to change as may be prescribed by Bank Negara Malaysia.</p> <p>iv. Outstanding balance refers to outstanding principal and earned Terms Charges (Profit Charges).</p> <p>v. The late payment charges are cumulative subject to the applicable period.</p>
4.4	The Hirer's liability to pay the Instalments shall continue despite any defects / breakdown / loss / loss of use / damage to the Vehicle / for any other reason the Hirer is not in possession control / use of the Vehicle.
4.5	All payments to be made by the Hirer to the Owner under this Agreement shall be in Ringgit Malaysia, free of any charges / set-off and shall be made to the Owner at its address as stated in the Schedule.
4.6	The time of receipt of any payment made by the Hirer to the Owner shall be the time when the Owner actually receives the payment. Any payments made by cheque / other payment instruments shall deem to be received only after the cheque / payment instrument has been cleared.
4.7	When any payment is received from the Hirer, the Owner shall be entitled to appropriate first the same towards any part of the Amount Due, although the Hirer may purport to pay them as any of the Instalments due.
4.8	If the Hirer makes payment through any payment channels of the Owner, after the Owner has taken recovery action / enforcement proceedings against the Hirer for any sums due to the Owner, such payments are accepted only on without prejudice basis to the rights of the Owner to proceed further with the recovery action / enforcement proceedings against the Hirer.
5.0	<b>Positive Covenants by the Hirer</b>
5.1	<p>Throughout the duration of this Agreement, the Hirer shall:</p> <ul style="list-style-type: none"> <li>(a) keep the Vehicle in good order repair and condition to the satisfaction of the Owner at his own cost and expense;</li> <li>(b) use the Vehicle in accordance with Road Transport Act 1987 and all applicable laws;</li> <li>(c) replace all missing, damaged and broken parts with parts of equal quality and value. If the Vehicle suffers any damage, the Hirer shall, before incurring any expense pursuant to the repair, notify the Owner who shall be entitled to repair the Vehicle / have the same repaired by a person selected by the Owner, in either case, at the expense of the Hirer. The Hirer shall on demand reimburse the Owner any expense / charges incurred by the Owner in connection with the repair of the Vehicle. The Owner may in its absolute discretion debit such expenses and charges to the account of the Hirer;</li> <li>(d) indemnify the Owner against loss of / damage to the vehicle / any part thereof from any cause / by any means whatsoever including seizure, confiscation / forfeiture (lawful / otherwise);</li> <li>(e) punctually pay all licence fees, taxes, registration fees and all other charges payable in respect of the Vehicle and its use failing which the Owner shall be at liberty, but shall not be bound, to make such payments and if such payments shall be made by the Owner the Hirer shall repay the same to the Owner on demand and the Owner may in its absolute discretion debit such payments made to the account of the Hirer;</li> <li>(f) comply and conform to the law and instructions of the relevant authorities in connection with the Vehicle / the use thereof and to indemnify the Owner against any claims and costs whatsoever arising out of the use, operation / keeping of the Vehicle / in any matter relating thereto;</li> <li>(g) obtain all necessary licences, permits and permissions for the use of the Vehicle and not to use the Vehicle / permit the same to be used contrary to law;</li> <li>(h) inform the Owner immediately if the Vehicle is subject matter of any litigation, legal proceedings, seizure, forfeiture, legal execution, distress / lien by any person and shall bear all costs and expenses (including legal costs on a full indemnity basis) to have Vehicle released therefrom;</li> <li>(i) keep the Vehicle in his own custody, possession and control at his address stated in the Schedule;</li> <li>(j) notify the Owner immediately (and in any event not later than within 7 days) in writing of any change in the address where the Vehicle is kept;</li> <li>(k) notify the Owner immediately when the Vehicle has met with an accident, provide copies of police reports lodged, claims made by the Hirer under the takaful / insurance policy for the Vehicle and notify the Owner of any claims made by third party under the takaful / insurance policy;</li> <li>(l) produce the Vehicle for inspection and testing by the Owner, its agents / servants, on request by the Owner;</li> <li>(m) abide by this Agreement at all times throughout the duration of the hiring of the Vehicle;</li> <li>(n) provide the Owner with the relevant information and documents on his source of funds for the Instalments; and</li> <li>(o) authorise and irrevocably consent the Owner / its agent to: <ul style="list-style-type: none"> <li>• renew the road tax and takaful / insurance on the Hirer's behalf upon the Hirer remitting payment for such road tax and takaful / insurance together with any fee incurred thereof;</li> <li>• register an Ownership claim in the Owner's name and to keep custody of the registration card / other similar document for so long as any sum under this Agreement remains outstanding to the Owner; and</li> <li>• make any necessary changes to the registration card / document on the Hirer's behalf and to pay whatever fee and expenses incurred in relation thereof.</li> </ul> </li> </ul>
5.2	Failure / omission by the Hirer to perform any / all of the covenants and undertakings stated in Clause 5.1 above shall



	discharge the Owner from all liabilities, losses, debits, damages, claims, charges, fees and proceedings by the Hirer.
<b>6.0</b>	<b>Negative Covenants by the Hirer</b>
<b>6.1</b>	<p>Throughout the duration of this Agreement, the Hirer shall NOT:</p> <ul style="list-style-type: none"> <li>(a) remove the Vehicle from the Hirer's address stated in the Schedule without the Owner's prior consent in writing;</li> <li>(b) conceal the Vehicle from the Owner, its employees, servants and authorised agents;</li> <li>(c) alter / modify any identifying number / mark of the Vehicle, such as its chassis, engine / registration numbers;</li> <li>(d) alter / modify the structure / construction of the Vehicle;</li> <li>(e) create any lien over the Vehicle;</li> <li>(f) pledge the Owner's credit for repair of the Vehicle;</li> <li>(g) sell, transfer, dispose of / encumber the Vehicle / any right, title / interest therein / sub-let / part with possession of the Vehicle / attempt, purport / agree to do so;</li> <li>(h) use / cause the Vehicle to be used in any manner by reason of which the Vehicle may become liable to seizure, confiscation / forfeiture;</li> <li>(i) assign his rights, title and interest in the Vehicle and / or under this Agreement;</li> <li>(j) cause / allow the Owner's endorsement of Ownership on the registration document of the Vehicle to be cancelled;</li> <li>(k) allow any person to drive the Vehicle except a person permitted to drive under the terms of any policy of takaful / insurance as required herein;</li> <li>(l) use / permit the Vehicle to be used except where such use is covered by any policy of takaful / insurance required herein;</li> <li>(m) pay instalments / make any payments to the Owner through any sums that is originated from illegal sources and activities;</li> <li>(n) use the Vehicle / the hiring for any illegal activities / fraudulent transactions; and/or</li> <li>(o) drive the Vehicle out of / allow the Vehicle to leave: <ul style="list-style-type: none"> <li>• the territory of Peninsular Malaysia, if the Hirer's address is within Peninsular Malaysia;</li> <li>• the territory of Sarawak, if the Hirer's address is within Sarawak;</li> <li>• the territory of Sabah, if the Hirer's address is within Sabah;</li> <li>• the territory of Federal Territory of Labuan, if the Hirer's address is within the Federal Territory of Labuan, and</li> <li>• the territory of Langkawi, if the Hirer's address is within Langkawi.</li> </ul> </li> </ul>
<b>6.2</b>	Failure / omission by the Hirer to perform any / all of the covenants and undertakings stated in Clause 6.1 above shall discharge the Owner from all liabilities, losses, debits, damages, claims, charges, fees and proceedings by the Hirer.
<b>7.0</b>	<b>Takaful / Insurance for the Vehicle</b>
<b>7.1</b>	The Owner shall cause the vehicle to be covered / insured under the Takaful / Insurance Policy for the 1st year of the hiring period. Thereafter, till the expiry of the hiring period, the Hirer shall, at his expense, cause the Vehicle to be covered / insured to the full replacement value thereof under a comprehensive Takaful / Insurance Policy against fire, accident, theft and such other risks as the Owner may require.
<b>7.2</b>	The Takaful / Insurance Policy shall be in the name of the Hirer and shall bear an endorsement recording the Owner's interest / as owner of the Vehicle. The Hirer shall not change the providers / insurers for the Vehicle without the prior written notice to the Owner.
<b>7.3</b>	The Takaful / Insurance Policy together with receipts for its contribution / premium shall be delivered into the Owner. The Hirer shall not do / omit to do / permit / suffer to be done / omit to be done any act / thing which may invalidate the Takaful / Insurance Policy.
<b>7.4</b>	The Owner may cause the Vehicle to be covered / insured for the second and subsequent years of the hiring period (but shall not be obliged to do so) and any costs thereof incurred by the Owner shall be borne by the Hirer and shall be payable on demand. The Owner may debit such costs to the account of the Hirer.
<b>7.5</b>	The Hirer hereby irrevocably appoints the Owner as his agent to compromise and / or recover in the Hirer's / the Owner's name any claim for loss / damage under the Takaful / Insurance Policy and to receive all monies payable thereunder and to give to the providers / insurers a good receipt and discharge for the same. The Hirer irrevocably authorises the Owner to seek and obtain all information from the provider / insurer of the Takaful / Insurance Policy in respect of any claims made by the Hirer or third parties under the Takaful / Insurance Policy.
<b>7.6</b>	Any payment received by the Owner from the providers / insurers of the Takaful / Insurance Policy shall first be applied towards the Amount Due, less statutory rebate for Profit Charges (if any). Any surplus thereafter shall be paid to the Hirer. After applying the takaful / insurance monies towards the Amount Due, if there is any shortfall, then the same shall forthwith immediately become payable by the Hirer.
<b>8.0</b>	<b>Rights of the Owner to Repossess the Vehicle</b>
<b>8.1</b>	Subject to the HP Act, the Owner may issue the notice of intention to repossess the Vehicle.
<b>8.2</b>	Any payments made by the Hirer and received by the Owner after the issuance of notice for repossession shall be without



8.3	<p>prejudice to the rights of the Owner to repossess the Vehicle.</p> <p>The Owner shall not be responsible for any property / articles alleged by the Hirer to have been left in repossessed / returned Vehicle. In the event of the same, the Hirer shall collect such property / articles within seven (7) days of the Owner giving written notice, failing which, the Owner may sell such property / articles after the expiration of the said notice period. The net proceeds of such sale shall be credited to the Hirer's account with the Owner. If the Owner is unable to sell the said property / articles, the Owner may dispose them / destroy them as the Owner deems fit. The Hirer shall indemnify the Owner against any claims by any third party to any such property / articles so sold disposed of / destroyed in which such third party has / claims an interest.</p>
8.4	<p>The Owner shall not be responsible for any delay in the sale of the Vehicle and shall have the right to recover the Amount Due even though the Vehicle has yet to be sold. No value shall be given for any Vehicle repossessed by the Owner until the Vehicle is sold and the Owner has received the proceeds of the sale.</p>
8.5	<p>Where the Owner has repossessed the Vehicle, the Owner shall be entitled to recover from the Hirer as liquidated damages under this Agreement the following sums:</p> <ul style="list-style-type: none"> <li>(a) Balance Outstanding less statutory rebate for Profit Charges;</li> <li>(b) Late Payment Charges that remains unpaid by the Hirer;</li> <li>(c) other sums payable by the Hirer to the Owner under this Agreement;</li> <li>(d) all costs and expenses incurred by the Owner in taking possession of the Vehicle (including legal costs for repossession and recovery for the Amount Due on a solicitor and client basis) in tracing / endeavouring to take possession of the Vehicle / in attempting to recover payment of any sums payable by the Hirer to the Owner under this Agreement; and</li> <li>(e) all storage, repair and maintenance charges incurred in respect of the Vehicle and expenses of selling / otherwise disposing of the Vehicle / attempting to do so.</li> </ul>
8.6	<p>In lieu of repossessing the Vehicle, the Owner shall be entitled to at its option to recover on demand from the Hirer the Amount Due as a default payment due from the Hirer.</p>
8.7	<p>In addition to the Owner's right to repossession under the HP Act, the Owner shall be entitled to immediate repossession of the Vehicle in the event any one of following occurs:</p> <ul style="list-style-type: none"> <li>(a) the Hirer fails to observe / perform any of the terms and conditions in this Agreement;</li> <li>(b) any cheque given by the Hirer as / as part of the Deposit is dishonoured;</li> <li>(c) the Hirer has been adjudged a bankrupt;</li> <li>(d) execution / distress is levied against the Hirer / his assets / property;</li> <li>(e) the Owner ascertains that the Hirer has made a false statement in relation to the offer / facility application form / this Agreement; and</li> <li>(f) the Hirer has been convicted to prison.</li> </ul>
8.8	<p>For the purpose specified in Clause 8.7 above, the Hirer shall deliver up possession of the Vehicle in a roadworthy condition to the Owner and surrender to the Owner the registration card / other documents of the Vehicle and execute and deliver to the Owner any documents necessary to have the name of the Hirer removed from the register of motor vehicles and the registration card.</p>
8.9	<p>The Owner shall be entitled without any restriction whatsoever to transfer / assign to any guarantor / any other person the Owner's rights, benefits and interest under this Agreement including the right / license conferred on the Owner / its agent to repossess / seize the Vehicle.</p>
8.10	<p>The Owner shall be entitled (but shall not be bound) and without prejudice to any other rights and remedies under this Agreement, to pay to any third party such sum as is necessary to produce the release of the Vehicle from any encumbrance and shall be entitled to recover such sum from the Hirer.</p>
9.0	<p><b>Owner's Right of Set-Off</b></p>
9.1	<p>In the event the Hirer default in the payment of any sums due to the Owner under this Agreement, the Owner shall be entitled to freeze the available balance in Hirer's deposit account with the Owner / AmBank Group that is equivalent to the sum due and provide notice to the Hirer to make good the defaulted payment under this Agreement.</p>
9.2	<p>In the event the Hirer fails to make good the defaulted payment within the period specified in the notice, the Owner shall be entitled to set off absolutely such part of the available balance in the Hirer's deposit account with the Amount Due, subject to a notice of 7 days by the owner informing its intention to set off.</p>
9.3	<p>For the avoidance of doubt, the Owner's right of set-off herein can be exercised by the Owner:</p> <ul style="list-style-type: none"> <li>(a) even on a deposit account held jointly by the Hirer with another person; and/or</li> <li>(b) even in the event of Hirer's demise, bankruptcy / insolvency, composition with its creditors / any legal proceedings against the Hirer.</li> </ul>



<b>10.0</b>	<b>Disclosure of Information</b>
<b>10.1</b>	<p>The Hirer provides consent to the Owner to disclose, at the Owner's sole discretion, all / any information and documents relating to this Agreement, Hirer and Hirer's conduct and affairs in respect of this Agreement to/for:</p> <ul style="list-style-type: none"> <li>(a) the next of kin / administrator / executor / beneficiary of a deceased Hirer / solicitors acting for them in intending to apply for a court order / who had applied for a court order in respect of a deceased Hirer's estate;</li> <li>(b) BNM / other relevant authorities acting under powers granted under any applicable law;</li> <li>(c) Takaful providers / insurers, brokers, loss adjusters pursuant to any claims made by the Owner / Hirer / third parties under the Takaful / Insurance Policy;</li> <li>(d) the purposes of any legal suit / proceedings filed against the Owner by any third party in relation of the Vehicle / this Agreement;</li> <li>(e) the purposes of any legal suit / proceedings filed by the Owner against any third party for the recovery of its losses under this Agreement;</li> <li>(f) the police / other investigative authorities, for the purposes of their investigation into any crime (including any money laundering and terrorism financing activities) whether by the Hirer / otherwise;</li> <li>(g) the police / other investigative authorities for the purposes of lodging of relevant reports by the Owner and investigation thereof, if the Owner is of the view that a crime has been committed / to prevent / recover any losses incurred by the Owner / for prevention of crime;</li> <li>(h) any party who intend to acquire the Vehicle through auction / sale / any party who intend to acquire the Owner's interests, assets and liabilities under this Agreement;</li> <li>(i) any party which in the future may express intention to acquire any interest / shareholding in the Owner / pursuant to any proposed arrangement, composition, merger, acquisition / restructuring between the Owner and such parties; and/or</li> <li>(j) external professional advisors of the Owner and AmBank Group.</li> </ul>
<b>10.2</b>	In the event any legal proceedings is initiated by the Owner against the Hirer under this Agreement for the recovery of Amount Due, the Hirer provides consent to the Owner to disclose the details, information related to the Hirer and the cause papers related to the said legal proceedings to any credit reporting agency in Malaysia.
<b>11.0</b>	<b>Privacy Clause</b>
<b>11.1</b>	The Hirer confirms having read, understood and agreed to be bound by the Privacy Notice of AmBank Group (which is available at <a href="http://www.ambankgroup.com">www.ambankgroup.com</a> ) and the clauses herein, as may relate to the processing of the Hirer's personal information. For the avoidance of doubt, the Hirer agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
<b>11.2</b>	<p>In the event the Hirer provides personal and/or financial information relating to third parties, including but not limited to information relating to the Hirer's next-of-kin, dependants, authorized signatories, directors, shareholders, officers, and security parties for the purpose of the Facility, the Hirer:</p> <ul style="list-style-type: none"> <li>(a) confirm that the Hirer has obtained their consent or are otherwise entitled to provide the information to the Owner and for the Owner to use it in accordance with this Agreement and to provide information on the Owner's products, services and/or offers (inclusive of the products, services and offers of the other entities within AmBank Group) which the Owner and/or entity within AmBank Group believe may be of interest and/or beneficial to them;</li> <li>(b) agree to ensure that the personal and financial information of the said third parties is accurate;</li> <li>(c) agree to update the Owner in writing in the event of any material change to the said personal and financial information; and</li> <li>(d) agree to the Owner's right to terminate the Facility should such consent be withdrawn by any of the said third parties.</li> </ul>
<b>11.3</b>	Where the Hirer instructs the Owner to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by the Owner's agents abroad, overseas regulators and/or authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Owner and/or the Owner's agents to enter into any cross-border transaction on the Hirer's behalf, the Hirer agrees to the above said disclosures on behalf of the Hirer and others involved in the said cross-border transaction.
<b>11.4</b>	Subject always to any laws (including regulations, guidelines and/or obligations) applicable to the Owner (whether in or outside Malaysia), the Hirer agrees that other companies in the AmBank Group, their merchants and strategic partners may contact the Hirer about products, services and offers, which the Owner and AmBank Group believe may be of interest or beneficial to the Hirer.
<b>11.5</b>	The Owner and AmBank Group may communicate with the Hirer through various channels, including telephone, e-mail, electronic / mobile messaging, facsimile or post, using the contact information the Hirer has provided.
<b>11.6</b>	<p>The Hirer may inform the Owner at any time if the Hirer does not wish to receive marketing communications from the Owner, AmBank Group and/or their merchants and business partners, by contacting the Owner at the various channels given below:</p> <p style="padding-left: 40px;">Customer Service Officer</p> <p style="padding-left: 80px;">Phone : 1300 80 8888 (Domestic) or (603) 2178 8888 (Overseas) [24 hours]</p> <p style="padding-left: 80px;">E-mail : <a href="mailto:customercare@ambankgroup.com">customercare@ambankgroup.com</a></p>



11.7	<p>Post : Privacy, AmBank Contact Centre, P.O. Box No. 12617, 50784 Kuala Lumpur</p> <p>The Hirer's latest written instructions to the Owner will prevail. The Hirer acknowledges that certain communications such as the statements of Facility to the Hirer and AmBank Group's websites may contain standard information regarding other products and services of the Owner and the AmBank Group that cannot be removed without affecting the delivery/operation provision of the Facility and/or without additional costs to the Hirer.</p>
11.8	<p>The Owner may use a credit reporting agency to help make decisions, for example when the Owner need to:</p> <ul style="list-style-type: none"> <li>a) check details on applications for the Facility, financing and financing-related or other facilities granted to the Hirer;</li> <li>b) managing and reviewing the Facility; and/or</li> <li>c) recover debts owed by the Hirer.</li> </ul>
11.9	<p>The Hirer will be linked by credit reporting agencies to any other names the Hirer uses or may had used, and any joint and several applicants. The Owner may also share information about the Hirer and how Hirer manages the Facility with relevant credit reporting agencies.</p>
11.10	<p>Even after the Hirer has provided the Owner with any information, the Hirer will have the option to withdraw the consent given earlier. In such instances, the Owner will have the right to not provide or discontinue the provision of the Facility that is/are linked with such information.</p>
11.11	<p>The Owner reserves the right to amend this clause from time to time at the Owner's sole discretion by providing notice to the Hirer.</p>
11.12	<p>This clause shall be without prejudice to Clause [10] of this Agreement on Disclosure of Information.</p>
12.0	<p><b>Amendments to this Terms and Conditions and Changes in Fees and Charges</b></p>
12.1	<p>The Owner shall communicate to the Hirer with at least twenty-one (21) calendar days prior notice to the effective date or implementation date of any:</p> <ul style="list-style-type: none"> <li>(a) amendments to the Terms and Conditions of this Agreement by the Owner; and</li> <li>(b) changes to the fees and charges applicable to the Facility.</li> </ul>
12.2	<p>The Hirer hereby agrees that the Owner shall be entitled to adopt any one or more of the following manner or methods of communication concerning any amendment or change including the effective date of any such amendment or change provided that such amendment or change may not take effect retrospectively:-</p> <ul style="list-style-type: none"> <li>(a) by posting a notice in the Owner's premises; and/or</li> <li>(b) by way of a single publication in one or more daily newspaper of the Owner's choice; and/or</li> <li>(c) by posting an insertion in the Owner's statement of account for the Hirer; and/or</li> <li>(d) by sending notice by way of an ordinary or registered post to the Hirer's address according to the Owner's records; and/or</li> <li>(e) by sending notice by short message service ("SMS") or electronic mail to the Hirer or by posting the notice on the Owner's website or display screen of the Owner's electronic terminals.</li> </ul>
12.3	<p>Unless expressly stated otherwise, the Hirer agrees that all monies payable to the Owner from the provision of any supply made under or in connection with this Agreement is exclusive of GST. Any GST on such supplies shall be borne and paid by the Hirer in addition to the amounts due to the Owner.</p>
13.0	<p><b>Restrictions on Liability</b></p>
13.1	<p>Subject to the HP Act, the Owner shall not be liable to the Hirer in the following circumstances:</p> <ul style="list-style-type: none"> <li>(a) any breach of / non-adherence of this Agreement / any applicable law by the Hirer;</li> <li>(b) negligent acts / omissions of the Hirer;</li> <li>(c) any forgery / fraudulent actions by the Hirer / its servants, employees, agents, officers, authorised signatories, partner / directors (as applicable);</li> <li>(d) when the Owner adheres to the directives in instructions from BNM / other regulatory bodies, authorities, government, court / tribunal / judicial authority;</li> <li>(e) when any force majeure event occurs.</li> </ul>
13.2	<p>Subject to the HP Act and provided further negligence and / or breach of duty is proven against the Owner, Hirer agrees that the Owner's liability under this Agreement for the Owner's negligence / breach of duty, shall be limited to direct losses incurred by the Hirer.</p>
13.3	<p>Provided as permitted by law, the Hirer agrees that the Owner shall not be liable for any type of indirect / consequential damages caused to Hirer by the Owner's negligence / breach of duty.</p>



<b>14.0</b>	<b>Indemnity</b>
14.1	Hirer shall keep the Owner fully indemnified on a full indemnity basis against all losses, damages, fees, costs, claims, charges, proceedings, taxes, duties, imposts and expenses (including legal costs) / otherwise which the Owner may incur and which have arisen either directly / indirectly out of / in connection with the following circumstances: (a) any breach of / non-adherence of this Agreement / any applicable law by the Hirer; (b) for the Owner's compliance of this Agreement / applicable law / banking industry practice; (c) negligent acts / omissions of the Hirer; and/or (d) enforcement by the Owner of its rights under this Agreement.
14.2	This indemnity shall continue notwithstanding any termination of this Agreement.
<b>15.0</b>	<b>Notice</b>
15.1	Hirer shall promptly inform the Owner in writing, addressed to any of the Owner's branch where the Hirer's account is maintained, of any changes in the Hirer's address, telephone, mobile phone and facsimile number, failing which the Owner can discharge its obligations by sending any notices to the Hirer's address found in the Owner's records.
15.2	No change in the address of the Hirer howsoever brought about shall be effective / binding on the Owner unless actual notice of the change of address has been received and acknowledged by the Owner.
15.3	Save as provided under the HP Act, the Owner may give any notice as may required to be given to the Hirer by sending the notice through a letter sent by post / by personal delivery to the address of the Hirer available in the Owner's records. The notice shall be deemed to have served on the Hirer on the day following the posting of the letter / if delivered by hand, on the day it was delivered.
<b>16.0</b>	<b>Determination by SAC</b>
16.1	The Hirer hereby acknowledges that the Owner shall have the right to refer the following to SAC relating to any matters herein regarding the Facility and / or the terms of this Agreement: (a) where there is a dispute or issue pertaining to determination or ruling of SAC's or the Owner's Shariah Committee; or (b) where there shall be a determination as to this facility being consistent with Shariah Principles.
16.2	The Hirer further agrees that a ruling made by the SAC pursuant to the reference under this Clause shall be binding on the Hirer.
<b>17.0</b>	<b>Dispute Resolution</b>
17.1	All complaints by the Hirer against the Owner in respect of this Agreement shall be addressed in writing to: P.O. Box 12617 GPO Kuala Lumpur, 50784 Kuala Lumpur / Fax Number: 03-21713171 / Email Address: <a href="mailto:customercare@ambankgroup.com">customercare@ambankgroup.com</a>
17.2	In the event any complaint by the Hirer is unresolved by the Owner or the Hirer is unsatisfied with the Owner's decision in respect of the complaint, the Hirer may refer the matter to BNM's complaint resolution arm BNMLINK at Walk-in Customer Service Centre, Ground Floor, D Block, Jalan Dato' Onn, 50480 Kuala Lumpur, Tel: BNMTELELINK at 1-300-88-5465 E-mail: <a href="mailto:bnmteleshop@bnm.gov.my">bnmteleshop@bnm.gov.my</a>
17.3	This Agreement shall be governed by and construed in accordance with the laws of Malaysia and in enforcing this Agreement, the Owner shall be at liberty to initiate and take action or proceeding against the Hirer in any Courts in any part of Malaysia as the Owner may deem fit.
17.4	All originating cause papers for any legal proceedings initiated by the Owner against the Hirer under this Agreement shall be served by personal delivery / registered post to the Hirer's address available in the Owner's records.
17.5	All originating cause papers for any legal proceedings initiated by the Hirer against the Owner under this Agreement shall be served by personal delivery / A.R. registered post to the registered address of the Owner, which for the time being is 22 <sup>nd</sup> Floor, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur, Hirer agrees not to serve such originating cause papers to the Owner's branches. Such service shall not be deemed to be valid service on the Owner. The Hirer agrees to unconditionally submit to the jurisdiction of the courts in the Federal Territory of Kuala Lumpur, Malaysia, in respect of all legal proceedings filed by the Hirer against the Owner.
<b>18.0</b>	<b>General Terms</b>
18.1	Time, wherever mentioned in this Agreement, shall be of essence.
18.2	A certificate / statement signed by an officer of the Owner / its authorised agent / solicitor as to the Balance Outstanding and / or Amount Due under this Agreement at the date stated in such certificate / statement shall be conclusive evidence that the amount so stated was in fact due from the Hirer at the date specified in such certificate / statement.
18.3	Where the expression 'the Hirer' used herein comprises two / more persons, then each and every person shall be jointly and severally liable to the Owner for payment of all sums due to the Owner and for the due performance of this Agreement.
18.4	Where Hirer is a corporation, the provisions contained herein which are applicable to a natural person shall be replaced with the corresponding provisions applicable to a corporation.
18.5	In the event that the Hirer is a partnership, no charges whatsoever in the constitution of the partnership shall impair /discharge



	Hirer's liability under this Agreement, even though the partnership has been dissolved.
18.6	No failure / delay by the Owner in exercising any rights, entitlement, authority / power granted to the Owner herein shall operate as a waiver thereof. No waiver by the Owner of any breach by the Hirer of any of this obligations under this Agreement shall operate as a waiver / notice of / consent to any subsequent breach. No time / other indulgence granted by the Owner shall affect its strict rights under this Agreement.
18.7	The rights and remedies of the Owner provided in this Agreement are cumulative and are in addition to any rights and remedies provided by law.
18.8	Each of the clauses of this Agreement is severable and distinct from the others and if at any time one / more of such clauses is / becomes invalid, illegal / unenforceable, the validity, legality and enforceability of the remaining clauses hereof shall not in any way be affected / impaired thereby.
18.9	The Hirer agrees that the Owner shall not be liable for any losses suffered by the Hirer arising from the Hirer's failure to update the Owner in writing on Hirer's GST registration status.
18.8	This Agreement shall be binding upon Hirer's heirs, legal / personal representatives, permitted assigns, successors in title and his estate (as applicable).

SIGNED by the Hirer:

(Signature of Hirer)

in the presence of:

(Signature of Witness)

Name : ..... **HOR Y KHEN** .....  
840912-02-5385  
10028486

NRIC : .....

Address: .....

This is the execution page of the abovementioned Hirer of the Hire Purchase Agreement between AmlIslamic Bank Berhad and the abovementioned Hirer consisting of nine (9) pages of Terms and Conditions and the Schedule thereto.





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DALAM MAHKAMAH SESYEN DI KUALA LUMPUR

DALAM WILAYAH PERSEKUTUAN, MALAYSIA

GUAMAN NO: TAHUN 2023

ANTARA

AMBANK ISLAMIC BERHAD (199401009897) (295576-U)

... PLAINTIF

DAN

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM  
(NO. K/P: 660906025241)

... DEFENDAN

WRIT SAMAN

Kepada :-

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM  
22A JALAN GR 3/5, JACARANDA GARDEN RESIDENT,  
63000 CYBERJAYA SELANGOR

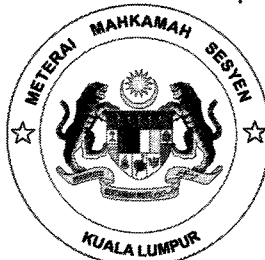
Kami perintahkan kamu bahawa dalam tempoh empat belas (14) hari selepas penyampaian writ ini kepada kamu, termasuklah hari penyampaian itu, kamu hendaklah menyebabkan suatu kehadiran dimasukkan untuk diri kamu dalam suatu kausa atas guaman plaintif dan ambil perhatian bahawa, dalam keingkaran kamu berbuat demikian, plaintif boleh meneruskan untuk mendapatkan penghakiman dan pelaksanaan.

Disaksikan oleh Pendaftar Mahkamah Sesyen di Kuala Lumpur pada  
, 2023.

haribulan

Bertarikh pada 23-Februari-2023

Peguamcara Plaintif



(meterai)

Pendaftar  
Mahkamah Sesyen  
Kuala Lumpur  
ISMAIL BIN MOHAMED TAIB  
Penolong Pendaftar  
Mahkamah Sesyen  
Kuala Lumpur



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## Memorandum

Writ Saman ini tidak boleh disampaikan lebih daripada enam bulan kalendar selepas tarikh di atas melainkan jika diperbaharui melalui perintah Mahkamah.

Defendan (atau Defendan-defendan) boleh hadir bersama dengan mencatatkan kehadiran (atau kehadiran-kehadiran) sama ada sendiri atau melalui peguam di Pejabat Pendaftaran Mahkamah.

Seorang Defendan yang hadir sendiri boleh, jika dikehendakinya, memasukkan kehadirannya melalui pos dan borang-borang yang tertentu boleh didapati dengan menghantar Kiriman Pos berharga RM8.00 berserta sampul surat beralamat sendiri kepada Pendaftar, Mahkamah Sesyen, Kuala Lumpur.

## Pengindorsan Tuntutan

Tuntutan Plaintiff adalah jumlah sebanyak RM107,602.93 setakat 15/02/2023 dan caj lewat bayar secara Ta'widh (ganti rugi) pada kadar 1% setahun ke atas RM107,342.68 dengan kiraan harian dari 16/02/2023 sehingga tarikh penghakiman dan caj lewat bayar secara Ta'widh (gantirugi) pada kadar semasa semalaman harian Pasaran Wang Antara Bank Secara Islam (IIMM) iaitu 2.72% setahun (yang berubah dari masa ke semasa) ke atas jumlah baki terhutang sebanyak RM107,342.68 bermula dari tarikh Penghakiman sehingga tarikh penyelesaian penuh yang menjadi terhutang bagi Perjanjian Sewabeli-i **PORSCHE - CAYENNE 3.6Di (WC224A)** yang diberi oleh Plaintiff kepada Defendan.

Dan RM1,000.00 (atau sekian banyak wang sebagaimana yang dibenarkan setelah ditetapkan) untuk kos, dan juga, jika plaintiff memperoleh perintah untuk penyampaian ganti, jumlah wang selanjutnya sebanyak RM350.00 (atau sekian jumlah sebagaimana yang dibenarkan setelah ditetapkan). Jika amaun yang dituntut dan kos dibayar kepada plaintiff dan peguamnya dalam tempoh empat belas (14) hari selepas penyampaian writ ini (termasuklah hari penyampaian), prosiding seterusnya akan ditangguhkan, tetapi sekiranya ternyata daripada pengindorsan pada writ itu bahawa plaintiff adalah bermastautin di luar wilayah terjadual, sebagaimana yang ditakrifkan dalam Akta Pertukaran Kawalan 1953, atau bertindak mengikut perintah atau bagi pihak seseorang yang bermastautin sedemikian, prosiding akan hanya ditangguhkan sekiranya amaun yang dituntut dan kos dibayar ke dalam mahkamah dalam masa yang tersebut itu dan notis pembayaran itu diberi kepada plaintiff atau peguamnya.

## Pengindorsan tentang peguam dan alamat

Writ Saman ini dikeluarkan oleh Tetuan B.H.Gan, Nor & Kim yang beralamat di #17.02, Tingkat 17, Wisma Lim Foo Yong, 86 Jalan Raja Chulan, 50200 Kuala Lumpur. Tel No. 03 – 2142 9393 Faks No. 03 – 2142 7373, peguam bagi Plaintiff yang tersebut yang mempunyai alamat berdaftar di Tingkat 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur dan alamat perniagaannya di Tingkat 11, Wisma AmBank, No. 113, Jalan Pudu, 55100 Kuala Lumpur.

Ruj: 138104.22/2/3/AMBIB(HP) 88820001452621



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Pengindorsan tentang penyampaian

**WRIT SAMAN** ini telah disampaikan oleh \_\_\_\_\_ dengan \_\_\_\_\_ cara penyampaian kediri (atau sebagaimana yang berkenaan) (nyatakan cara penyampaian atau mengikut terma-terma suatu perintah untuk penyampaian ganti) kepada defendan (yang saya kenali) (atau yang telah ditunjukkan kepada saya oleh \_\_\_\_\_) (atau yang telah mengaku kepada saya bahawa dia ialah \_\_\_\_\_) di \_\_\_\_\_ (tempat)

.....

.....  
pada \_\_\_\_\_ haribulan \_\_\_\_\_, 2023.

Diindorskan pada \_\_\_\_\_ haribulan \_\_\_\_\_, 2023.

.....  
Penghantar Saman



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DALAM MAHKAMAH SESYEN DI KUALA LUMPUR  
DALAM WILAYAH PERSEKUTUAN, MALAYSIA  
GUAMAN NO: \_\_\_\_\_ TAHUN 2023

ANTARA

AMBANK ISLAMIC BERHAD(199401009897) (295576-U)

... PLAINTIF

DAN

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM  
(NO. K/P: 660906025241)

... DEFENDAN

MEMORANDUM KEHADIRAN  
(Borang 11 Kaedah-Kaedah Mahkamah 2012)

Kepada Pendaftar,

Masukkan kehadiran untuk .....

..... dalam tindakan ini.

Bertarikh pada                      haribulan                      2023.

.....  
Pegum bagi Defendan

Tempat perniagaan (nama Pegum bagi Defendan) ialah .....

.....

Alamat untuk penyampaian kepadanya ialah .....

.....

Bertarikh pada                      haribulan                      2023.

.....  
(atau Defendan sendiri)

Alamat untuk Defendan ialah .....

Alamat untuk penyampaian kepadanya ialah .....

Defendan tersebut \*(mengkehendaki atau tidak mengkehendaki) suatu Penyata Tuntutan  
difaikkan dan dihantar serahkan.



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DALAM WILAYAH PERSEKUTUAN MALAYSIA .....8.00 x 1  
Jumlah RM \*\*\*\*\*8.00  
GUAMAN NO: TAHUN 2023

**ANTARA**

**AMBANK ISLAMIC BERHAD (199401009897) (295576-U)**

**... PLAINTIF**

**DAN**

**SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM  
(NO. K/P: 660906025241)**

**... DEFENDAN**

**PERNYATAAN TUNTUTAN**

1. Plaintiff adalah sebuah syarikat perbankan Islam berlesen yang ditubuhkan di Malaysia dan mempunyai alamat berdaftar di Tingkat 22, Bangunan AmBank, 55, Jalan Raja Chulan, 50200 Kuala Lumpur dan mempunyai tempat perniagaan di AmBank Retail Collection Management, Level 6, Tower 2, Wisma AmFirst, Jalan Stadium SS 7/15, 47301 Petaling Jaya, Selangor.
2. Defendan mempunyai alamat untuk penyampaian di 22A JALAN GR 3/5, JACARANDA GARDEN RESIDENT, 63000 CYBERJAYA SELANGOR .
3. Melalui perjanjian bernombor 88820001452621 bertarikh 20/10/2015 di antara Plaintiff di antara Plaintiff dan Defendan, Plaintiff telah bersetuju untuk menyewakan kepada Defendan secara Sewa-Beli 1 unit kenderaan PORSCHE - CAYENNE 3.6Di (WC224A) atas terma-terma yang terkandung di dalamnya.
4. Berikut, inter alia, adalah terma-terma Perjanjian Sewa-Beli:-
  - (a) Jumlah penuh yang perlu dibayar oleh Defendan adalah RM416,953.00 dimana RM185,000.00 telah dibayar sebagai deposit meninggal baki sebanyak RM231,953.00 untuk dibayar melalui Ansuran Bulanan selama 107 bulan iaitu sebanyak RM2,148.00 sebulan bermula dari 20/11/2015 dan 1 bayaran ansuran terakhir sebanyak RM2,117.00;



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(b) Sekiranya ingkar daripada membayar Ansuran Bulanan, caj lewat bayar dikenakan sebanyak 1% setahun dengan kiraan harian dari tarikh Ansuran Bulanan terhutang sehingga pembayaran sepenuhnya.

(c) Segala kos dan perbelanjaan oleh Plaintiff di dalam menguatkuasakan hak-hak Plaintiff di bawah Perjanjian Sewabeli akan ditanggung oleh Defendan.

5. Defendan ingkar membayar Ansuran Bulanan yang telah dipersetujui dan Plaintiff telah mengeluarkan Notis sebagai Niat untuk memiliki Kenderaan iaitu Notis Jadual 4 Akta Sewa-Beli 1967 bertarikh 22/08/2022 dan diikuti dengan Notis Peraturan 15 Peraturan-Peraturan Sewa-Beli 2011 bertarikh 05/09/2022 kepada Defendan.

6. Defendan gagal mematuhi Notis-Notis tersebut dan Plaintiff juga tidak berjaya memiliki semula kenderaan tersebut melalui agen penarikan pada masa yang material kerana Kenderaan tersebut tidak berada di alamat Defendan seperti di dalam Perjanjian Sewabeli.

7. Defendan gagal membayar Ansuran Bulanan/faedah ingkar sebanyak RM7,784.24 setakat 06/12/2022 dan melalui surat dari peguam Plaintiff bertarikh 07/12/2022, Plaintiff telah menamatkan Perjanjian Sewabeli dan menuntut dari Defendan untuk pembayaran jumlah sebanyak RM107,568.93 sebagai kerugian yang dialami oleh Plaintiff pada 06/12/2022 termasuk caj lewat bayar secara Ta'widh (gantirugi) pada kadar 1% setahun ke atas baki terhutang yang dikira dari 06/12/2022 sehingga tarikh matang atau sehingga Penghakiman, yang mana lebih dahulu dan selanjutnya pada kadar semasa Pasaran Wang Antara Bank Secara Islam (IIMM) setahun sehingga tarikh penyelesaian penuh.

8. Defendan gagal membuat bayaran sepenuhnya seperti dituntut.

9. Setelah pengiraan, Defendan berhutang kepada Plaintiff sebanyak RM107,602.93 (setakat 15/02/2023) seperti berikut:-

**BUTIR-BUTIR**

Harga sewabeli	RM	416,953.00
Kurang:     Deposit	RM	185,000.00
Ansuran Bulanan yang telah dibayar	RM	129,998.00
Rebet/Ibra'	RM	0.00
	RM	<u>107,342.69</u>



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Tambah:	Perbelanjaan Pelbagai	RM	92.44
	Caj lewat bayar secara Ta'widh (ganti rugi) pada kadar 1% setahun diikira pada kadar harian	RM	167.80
	Keuntungan belum diperolehi	RM	5,387.69
	Jumlah tertunggak setakat 15/02/2023	RM	107,602.93
			=====

10. Plaintiff akan merujuk kepada Perjanjian Sewabeli dan Notis-Notis berkaitan semasa perbicaraan tindakan ini.

11. Oleh itu, Plaintiff memohon penghakiman terhadap Defendan bagi:-

- (a) jumlah sebanyak RM107,602.93 setakat 15/02/2023;
- (b) caj lewat bayar secara Ta'widh (ganti rugi) pada kadar 1% setahun ke atas RM107,342.68 dengan kiraan harian dari 16/02/2023 sehingga tarikh penghakiman;
- (c) Caj lewat bayar secara Ta'widh (gantirugi) pada kadar semasa semalaman harian Pasaran Wang Antara Bank Secara Islam (IIMM) iaitu 2.72% setahun (yang berubah dari masa ke semasa) ke atas jumlah baki terhutang sebanyak RM107,342.68 bermula dari tarikh Penghakiman sehingga tarikh penyelesaian penuh.
- (d) Kos; dan
- (e) apa-apa perintah selanjutnya sebagaimana yang difikirkan patut dan suaimunafaat oleh Mahkamah.

23 FEB 2023

Bertarikh pada 23 FEB 2023.

.....  
Peguamcara Plaintiff

Pernyataan Tuntutan ini difailkan oleh Tetuan B.H.Gan, Nor & Kim, Peguamcara bagi Plaintiff yang beralamat di #17.02, Tingkat 17, Wisma Lim Foo Yong, 86 Jalan Raja Chulan, 50200 Kuala Lumpur.  
Ruj: 138104.22/2/3/AMBIB(HP)



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### PENGINDORSAN

Saya telah pada 28/02/2023 menyampaikan kepada Defendan iaitu SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM di alamat 22A JALAN GR 3/5, JACARANDA GARDEN RESIDENT, 63000 CYBERJAYA SELANGOR dengan sesalinan termeterai Writ Saman dan Penyata Tuntutan bertarikh 23/02/2023 melalui surat berdaftar bertarikh 24/02/2023 sepertimana Klausula 17.4 dalam Perjanjian Sewa-Beli

Diindorskan pada 28/02/2023



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HASNOL JAIRI BIN TAJUDDIN  
(No. K/P: 740627-05-5069)



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